

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

-----X  
WINDSOR BLACK, INC.,

Plaintiff,

-against-

KEITH PHILLIPS,

Defendant.

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**ANSWER**

07 CIV 7337 (KMK)

The Defendant, KEITH PHILLIPS, by his attorneys, LAW OFFICES OF CRAIG E. JOHNS, ESQ., as and for his Answer to the Plaintiff's Complaint herein alleges:

**AS AND FOR A RESPONSE TO THE  
PLAINTIFF'S REPRESENTATIONS CONCERNING  
JURISDICTION AND VENUE**

1. Denies each and every allegation contained in paragraphs designated as "FIRST" and "SECOND" of the Complaint herein, except denies any knowledge or information sufficient to form a belief as to Plaintiff's residency and admits that Defendant is a resident of New York.

**AS AND FOR A RESPONSE TO THE  
PLAINTIFF'S REPRESENTATIONS CONCERNING THE PARTIES**

2. Denies any knowledge or information sufficient to form a belief as to each and every allegation contained in paragraphs designated as "THIRD" of the Complaint herein.

3. Denies each and every allegations of Paragraph "FOURTH" except admits that Defendant is a resident of the State of New York.

**AS AND FOR A RESPONSE TO THE  
PLAINTIFF'S FACTUAL AVERMENTS**

4. Defendant repeats, reiterates and realleges each and every answer to each and every allegation contained in Paragraphs "FIRST" through "FOURTH" as if more fully and at length set forth herein in response to Paragraph "FIFTH".

5. Denies any knowledge or information sufficient to form a belief as to each and every allegation contained in Paragraphs designated as "SIXTH", "EIGHTH" and "NINTH" of the Complaint herein.

6. Denies each and every allegation contained in Paragraphs designated as "SEVENTH", "TENTH", "TWELFTH", "THIRTEENTH", "FOURTEENTH", "FIFTEENTH", "SEVENTEENTH", "EIGHTEENTH", "NINETEENTH", "TWENTY-FIRST", "TWENTY-SECOND", "TWENTY-THIRD", "TWENTY-FOURTH", "TWENTY-SIXTH" and "TWENTY-SEVENTH".

7. Denies each and every allegation contained in Paragraph "ELEVENTH", except that W BUY had the ability to secure appropriate air time for a half hour infomercial.

8. Denies each and every allegation contained in Paragraph "SIXTEENTH", except admits that Plaintiff paid \$115,000.00 to W BUY.

9. Denies each and every allegation contained in Paragraph "TWENTIETH", except admits that Plaintiff agreed to have W BUY arrange to produce the Bra Wizard in China at Plaintiff's expense.

10. Denies each and every allegation contained in Paragraph "TWENTY-FIFTH",

except admits that Plaintiff ordered 10,000 Bra Wizards from W BUY and paid W BUY \$46,800.00.

**AS AND FOR A RESPONSE TO THE  
PLAINTIFF'S FIRST CLAIM OF RELIEF**

11. Defendant repeats, reiterates and realleges each and every answer to each and every allegation contained in Paragraphs "FIRST through "TWENTY-SEVENTH"as if more fully and at length set forth herein in response to Paragraph "TWENTY-EIGHTH".

12. Denies each and every allegation contained in Paragraphs "TWENTY-NINTH" and "THIRTIETH".

**AS AND FOR A RESPONSE TO THE  
PLAINTIFF'S SECOND CLAIM OF RELIEF**

\_\_\_\_\_13. Defendant repeats, reiterates and realleges each and every answer to each and every allegation contained in Paragraphs "FIRST" through "THIRTIETH"as if more fully and at length set forth herein in response to Paragraph "THIRTY-FIRST".

\_\_\_\_\_14. Denies each and every allegation contained in Paragraphs "THIRTY-SECOND" and "THIRTY-THIRD".

**AS AND FOR A RESPONSE TO THE  
PLAINTIFF'S THIRD CLAIM OF RELIEF**

\_\_\_\_\_15. Defendant repeats, reiterates and realleges each and every answer to each and every allegation contained in Paragraphs "FIRST" through "THIRTY-THIRD"as if more fully and at length set forth herein in response to Paragraph "THIRTY-FOURTH".

16. Denies each and every allegation contained in Paragraphs “THIRTY-FIFTH” and “THIRTY-SIXTH”.

**AS AND FOR A FIRST AFFIRMATIVE DEFENSE,**  
**THIS ANSWERING DEFENDANT ALLEGES UPON**  
**INFORMATION AND BELIEF AS FOLLOWS:**

\_\_\_\_ 17. That the Complaint of the Plaintiff, WINDSOR BLACK, INC., lack sufficient detail and allegations to successfully support a cause of action against the Defendant KEITH PHILLIPS.

**AS AND FOR A SECOND AFFIRMATIVE DEFENSE,**  
**THIS ANSWERING DEFENDANT ALLEGES UPON**  
**INFORMATION AND BELIEF AS FOLLOWS:**

\_\_\_\_ 18. That the Plaintiff’s Complaint fails to plead fraud with the requisite particularity required by law.

**AS AND FOR A THIRD AFFIRMATIVE DEFENSE,**  
**THIS ANSWERING DEFENDANT ALLEGES UPON**  
**INFORMATION AND BELIEF AS FOLLOWS:**

\_\_\_\_ 19. That the Plaintiff’s Complaint is completely false and without any documentary or evidentiary support whatsoever, and is being brought to perpetuate a fraud as against the Defendant, KEITH PHILLIPS.

**AS AND FOR A FOURTH AFFIRMATIVE DEFENSE,**  
**THIS ANSWERING DEFENDANT ALLEGES UPON**  
**INFORMATION AND BELIEF AS FOLLOWS:**

\_\_\_\_ 20. That the Plaintiff’s relationship was only with W BUY, a limited liability company, that Defendant had only a minority interest in said limited liability company, and that

Plaintiff's Complaint fails to set forth any basis justifying piercing the Corporate veil necessary for Plaintiff to proceed against Defendant.

**AS AND FOR A FIFTH AFFIRMATIVE DEFENSE,**  
**THIS ANSWERING DEFENDANT ALLEGES UPON**  
**INFORMATION AND BELIEF AS FOLLOWS:**

21. That the Plaintiff has brought a frivolous lawsuit as against the Defendant, KEITH PHILLIPS, and should therefore be responsible for all costs, expenses and attorneys' fees.

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**AS AND FOR A SIXTH AFFIRMATIVE DEFENSE,**  
**THIS ANSWERING DEFENDANT ALLEGES UPON**  
**INFORMATION AND BELIEF AS FOLLOWS:**

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22. That the Answering Defendant reserves its right to amend this Answer and to assert additional affirmative defenses or to supplement, alter or change this Answer upon ascertaining more definite facts during and upon completion of discovery and investigation.

**AS AND FOR A FIRST COUNTERCLAIM AGAINST**  
**THE PLAINTIFF BY THE DEFENDANT**

23. The Defendant, KEITH PHILLIPS, hereby claims that the Plaintiff, WINDSOR BLACK, INC., has brought a frivolous, fraudulent lawsuit as against the Defendant, KEITH PHILLIPS, with respect to this lawsuit, and therefore, the Defendant KEITH PHILLIPS, is and has been caused to sustain resulting damages in the matter alleged in the Plaintiff's Complaint and more specifically is entitled to punitive damages as against the Plaintiff, WINDSOR BLACK, INC., as a result of its willful and contumacious behavior in bringing said frivolous,

fraudulent lawsuit against the Defendant KEITH PHILLIPS.

Dated: Nanuet, New York  
October 17, 2007

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LAW OFFICES OF CRAIG E. JOHNS

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By: \_\_\_\_\_

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